IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O. O. C. J.

SUMMARY SUIT NO.513 OF 2007

State Bank of India ..Plaintiff.

Vs.

Harish Gopal Mahida and another ..Defendants.

....

Mr. V.C. Deshpande i/b Jay K. Bhatia for the Plaintiff.
None for the Defendants.

...

CORAM: **DR. D.Y. CHANDRACHUD, J.**

17th December, 2007.

P.C. :

1. The suit is instituted for the recovery of an amount of Rs.77,102/- due as of 31st December, 2006 with further interest at the rate of 14% per annum. A personal loan was granted by the Plaintiff to the First Defendant in the amount of Rs.1,00,000/- which the First Defendant agreed to repay in 48 equated monthly installments each of Rs.2,217/-. A deed of guarantee was executed by the Second Defendant. The documents executed by the parties include a personal loan agreement, a deed of guarantee of the First Defendant and a letter of authority executed by the First Defendant. Despite notice of demand, the dues were not paid.

2. The Defendants have not appeared despite service of the writ of summons. An affidavit of service has been filed. The Plaintiff has relied on a compilation of the original documents which is placed on the record. The claim in the suit falls within the purview of Order 37 of the Code of Civil Procedure in as much as it is based on a written contract. The Defendants having failed to enter appearance despite service of the writ of summons, the Plaintiff would be entitled to a decree. The suit shall accordingly stand decreed in terms of prayer clause (a).

Refund of Court fees, if any, as per rules.